



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.lacounty.gov>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 24, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC HEARING ON THE PROPOSED SALE OF PORTIONS OF THE HOLLYWOOD
BOWL TO PAUL OAKENFOLD AND MICHAEL E. MILLS FOR THE PURPOSE OF
ELIMINATING AND REMOVING ENCROACHMENTS ON
COUNTY PROPERTY IN THE CITY OF LOS ANGELES
(THIRD DISTRICT) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION
THAT YOUR BOARD, AFTER THE CLOSE OF THE PUBLIC HEARING:**

1. Find that a 4,199 square-foot and a 7,390 square-foot portion of the Hollywood Bowl property, as legally described in Exhibits A and B, be removed from and no longer classified as park, recreational, or cultural property.
2. Find that the subject properties are not required for County of Los Angeles (County) use and are surplus to its needs.
3. Find that the sale and conveyance of title to these properties are categorically exempt under the California Environmental Quality Act (CEQA).
4. Find that the \$187,831 offered by Paul Oakenfold as consideration for the transfer of title to 4,199 square-feet of undeveloped real property, as legally described in Exhibit A, and the \$331,426 offered by Michael E. Mills as consideration for the transfer of title to 7,390 square-feet of undeveloped real property, as legally described in Exhibit B, complies with the requirements of Public Resources Code Section 5405.

5. Approve the sale of the County's right, title and interest in the subject properties to Paul Oakenfold for \$187,831 and to Michael E. Mills for \$331,426; and instruct the Chairman to sign the attached Agreements for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions and the attached quitclaim deeds.
6. Approve the use of the funds received for the remaining portions of the Hollywood Bowl in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
7. Instruct the Auditor-Controller and the Department of Parks and Recreation to deposit the sales proceeds into the appropriate trust fund pursuant to the Park Preservation Act.
8. Authorize the Chief Administrative Office to take all further actions and execute all other necessary documents to complete the sale and transfer of title upon approval of the documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to eliminate and remove two encroachments along the southerly boundary of the Hollywood Bowl property, one containing 4,199 square feet at the rear of 6901 Oporto Drive owned by Paul Oakenfold and being used as a landscaped backyard; and the other containing 7,390 square feet at the rear of 6909 Oporto Drive owned by Michael E. Mills which is improved with an in-ground swimming pool, concrete and wooden decks, walkways, and retaining walls. Both encroached areas will be severed from the Hollywood Bowl property, and title will be transferred to Mr. Oakenfold and Mr. Mills for monetary consideration at \$45 per square foot based on recent comparable sales of unimproved land in the area adjusted by the cost of fees, in the amount of \$1,124, charged by the City of Los Angeles (City) in applying for a Certificate of Compliance which is necessary to confirm compliance with the State Subdivision Map Act and the Los Angeles Municipal Code.

Mr. Oakenfold acquired his residence at 6901 Oporto Drive in 2003 and Mr. Mills acquired his residence in 1997, and neither created the encroachments. With respect to the encroaching swimming pool improvements at the rear of Mr. Mills' residence, the City building permit records indicate that it was constructed in 1973 by a predecessor in interest. The proposed sale and conveyance of title as a means of removing these encroachments will avoid undue hardships that would otherwise be imposed on Mr. Oakenfold and Mr. Mills if the County required the removal of the encroaching improvements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will provide a fair and equitable solution that will preserve the appearance, use, and value of the adjacent private property while providing monetary compensation to the County for the loss of the real property that will be used to improve the Hollywood Bowl property.

FISCAL IMPACT/FINANCING

The County will receive a total of \$519,257 in monetary compensation which must be reserved and used for the improvement of the remaining portions of the Hollywood Bowl as required under the Park Preservation Act, Public Resources Code Section 5400 et. seq.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The encroached areas, as depicted on Exhibit C, are located along the southerly boundary of the Hollywood Bowl property above the amphitheatre and seating area. The total area of the encroachments is 11,589 square feet (.27 acre) out of a total County-owned land area of 69.92 acres. The direct sale of this property to remove these encroachments is authorized as a part of the County's express and implied powers to manage and dispose of its real property under Government Code Sections 23003 and 23004. Pursuant to Public Resources Code Section 5404, your Board may, after holding a public hearing, sell real property designated for park and recreational use if the amount of property sold is less than ten percent of the total area of the property holding, but not more than one acre. Proceeds from the sale must be used for the improvement of the remaining portion of the property holding.

The conveyance of title to these encroachment areas will be subject to deed restrictions limiting the use of these properties as rear yard areas serving the adjoining single family residences with their existing improvements and may not be further improved with any additional structures, nor subdivided in combination with the existing lots that comprise 6901 and 6909 Oporto Drive. In the event of a breach in these deed restrictions, the property will automatically revert to the County after a ninety-day period to cure such breach.

As required by Government Code Section 65402, the Chief Administrative Office has provided notification of the proposed sale to the City, Planning Department. The Agreements for Conveyance of Title require that Mr. Oakenfold and Mr. Mills make application to the City for a Certificate of Compliance and to comply with any conditions that the City may attach. Notice of the public hearing has been posted at the Hollywood Bowl for forty-five days as required by Public Resources Code Section 5406.

County Counsel has reviewed and approved as to form the attached Conveyance Agreements and quitclaim deeds.

The Honorable Board of Supervisors
July 24, 2007
Page 4

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines and Class 12 of the County's Environmental Document Reporting Procedures and Guidelines.

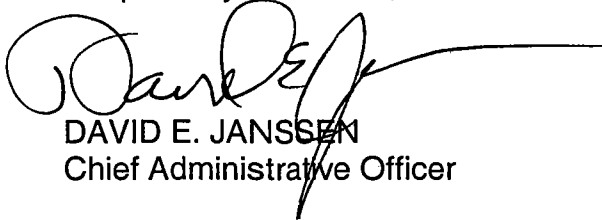
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return the executed Conveyance Agreements and the quitclaim deeds along with two certified copies of the Minute Order and a conformed copy of the Board letter to the Chief Administrative Office for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer



RUSS GUINEY
Director of Parks and Recreation

DEJ:WLD
DS:lis

Attachments (3)

c: County Counsel
Auditor-Controller

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO:
Paul Oakenfold
6901 Oporto Drive
Los Angeles, CA 90068

Document transfer tax is L.A. County 80 \$ _____

Space Above This Line Reserved for Recorder's Use

L.A. City 44 \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
COUNTY OF LOS ANGELES

Assessor's Identification Numbers:
5549-009-900 (Portion)

By _____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic, does hereby remise, release, and forever quitclaim to **PAUL OAKENFOLD**, a single man, all its right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and by this reference made a part hereof.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without the right of entry to the surface of said land.

SUBJECT TO AND BUYER TO ASSUME:

1. All taxes, interest, penalties, and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and right-of-way of record, if any.
3. That certain Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions, recorded on _____, 2007, as Document No. _____ of Official Records in the office of the Los Angeles County Recorder.
3. The subject property is transferred to grantee in an "as is" condition without any warranty either express or implied. The County of Los Angeles makes no representation as to its location, size, use, zoning or physical condition, including, but not limited to the condition of the soils or ground water on or under the subject property and the presence of pollutants or contaminants therein.
4. The County of Los Angeles affirms that the subject property was subdivided from the adjacent Hollywood Bowl, a public park and cultural facility, and that grantee will need to make application to the City of Los Angeles for the purpose of obtaining a Certificate of Compliance.

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

(COUNTY-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Zev Yaroslavsky
Chairman, Board of Supervisors
of the County of Los Angeles

By _____
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By Paul T. Hanson
Paul T. Hanson
Principal Deputy County Counsel


"EXHIBIT A"

LAND TO BE ACQUIRED:

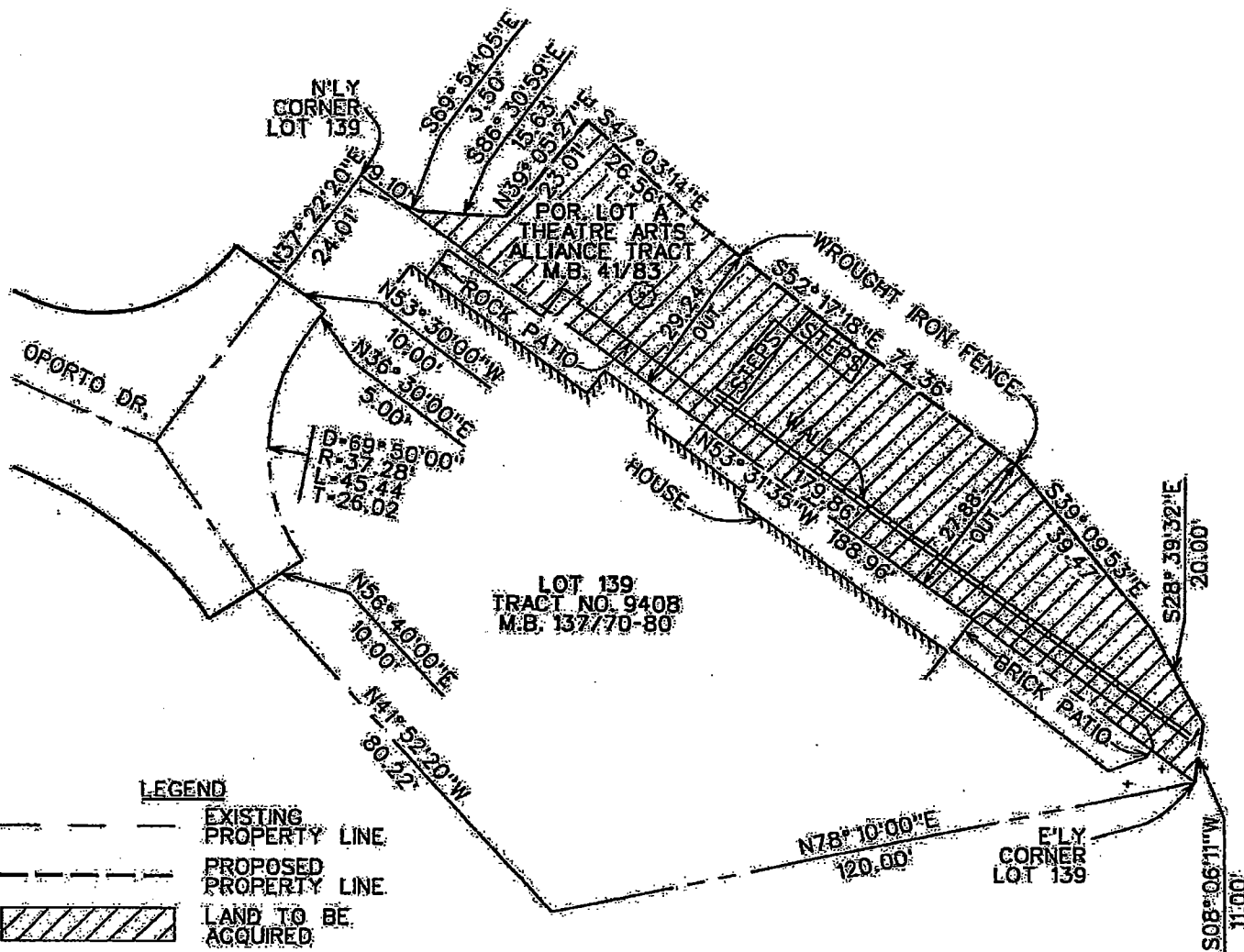
THAT PORTION OF LOT A OF THEATRE ARTS ALLIANCE TRACT IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41 PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF LOT 139 OF TRACT NO. 9408 IN SAID COUNTY, AS PER MAP RECORDED IN BOOK 137 PAGES 70 THROUGH 80 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 139 NORTH $53^{\circ}31'35''$ WEST 179.86 FEET; THENCE SOUTH $69^{\circ}54'05''$ EAST 3.50 FEET; THENCE SOUTH $86^{\circ}30'59''$ EAST 15.63 FEET; THENCE NORTH $39^{\circ}05'27''$ EAST 23.01 FEET; THENCE SOUTH $47^{\circ}03'14''$ EAST 26.56 FEET; THENCE SOUTH $52^{\circ}17'18''$ EAST 74.36 FEET; THENCE SOUTH $39^{\circ}09'53''$ EAST 59.47 FEET; THENCE SOUTH $28^{\circ}39'32''$ EAST 20.00 FEET; THENCE SOUTH $08^{\circ}06'11''$ WEST 11.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 4,199 SQUARE FEET.


JOEL C. SILVERMAN
LICENSE NO. RCE 16844
EXPIRES: 6-30-07





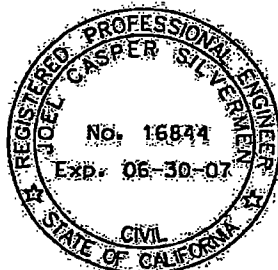
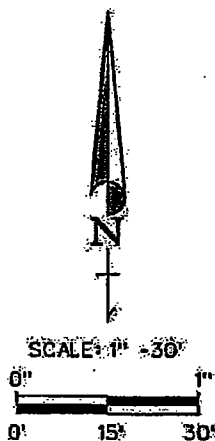
LOT 139
TRACT NO. 9408
M.B. 137770-80

LEGEND

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- LAND TO BE ACQUIRED
- OUT OUTSIDE THE PROPERTY

NOTE

AREA OF "LAND TO BE ACQUIRED"
= 4,199 SQ. FT.



JOEL C. SILVERMAN

3-28-07
DATE



CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
23801 CALABASAS RD. SUITE 2039, CALABASAS, CALIFORNIA 91302
(818) 222-3700 • (800) 229-JSAA • FAX (818) 222-3710

ENCROACHMENT SURVEY AT 6901 OPORTO DRIVE
CITY OF LOS ANGELES, CALIFORNIA

DATE OF SURVEY: 3-01-07 REVISIONS:

DRAWN BY: SHEET: 1 OF 1

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO:
Michael E. Mills
6909 Oporto Drive
Los Angeles, CA 90068

Space Above This Line Reserved for Recorder's Use

Document transfer tax is L.A. County 80 \$ _____

() L.A. City 44 \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
COUNTY OF LOS ANGELES

Assessor's Identification Numbers:
5549-009-900 (Portion)

By _____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic, does hereby remise, release, and forever quitclaim to **MICHAEL E. MILLS**, a single man, all its right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit B attached hereto and by this reference made a part hereof.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without the right of entry to the surface of said land.

SUBJECT TO AND BUYER TO ASSUME:

1. All taxes, interest, penalties, and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and right-of-way of record, if any.
3. That certain Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions, recorded on _____, 2007, as Document No. _____ of Official Records in the office of the Los Angeles County Recorder.
3. The subject property is transferred to grantee in an "as is" condition without any warranty either express or implied. The County of Los Angeles makes no representation as to its location, size, use, zoning or physical condition, including, but not limited to the condition of the soils or ground water on or under the subject property and the presence of pollutants or contaminants therein.
4. The County of Los Angeles affirms that the subject property was subdivided from the adjacent Hollywood Bowl, a public park and cultural facility, and that grantee will need to make application to the City of Los Angeles for the purpose of obtaining a Certificate of Compliance.

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

(COUNTY-SEAL)

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Zev Yaroslavsky
Chairman, Board of Supervisors
of the County of Los Angeles

By _____
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____,

the facsimile signature of _____,
Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(COUNTY-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

By Paul T. Hanson
Paul T. Hanson
Principal Deputy County Counsel

EXHIBIT B

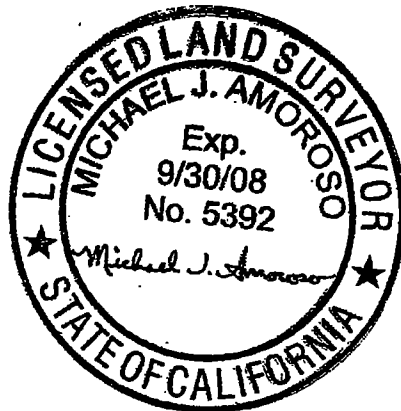
AREA CONVEYED

THAT PORTION OF LOT A OF THE THEATRE ARTS ALLIANCE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT A; THENCE NORTH 53° 31' 35" WEST 248.95 FEET ALONG THE SOUTHERLY LINE OF SAID LOT A TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE MOST EASTERLY CORNER OF LOT 138 OF TRACT NO. 9408, IN SAID CITY, AS PER MAP RECORDED IN BOOK 137, PAGES 70 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 82° 49' 28" EAST 25.97 FEET; THENCE NORTH 41° 34' 50" EAST 20.99 FEET; THENCE NORTH 30° 17' 22" WEST 34.20 FEET; THENCE NORTH 65° 06' 04" WEST 63.38 FEET; THENCE NORTH 48° 22' 03" WEST 96.39 FEET; THENCE SOUTH 40° 09' 02" WEST 43.16 FEET TO THE SAID SOUTHERLY LINE OF LOT A; THENCE SOUTH 53° 31' 35" EAST 164.67 FEET TO THE TRUE POINT OF BEGINNING.

AREA OF SAID DESCRIPTION IS 7,390 SQUARE FEET, MORE OR LESS.

SEE ATTACHED MAP



— 3 —

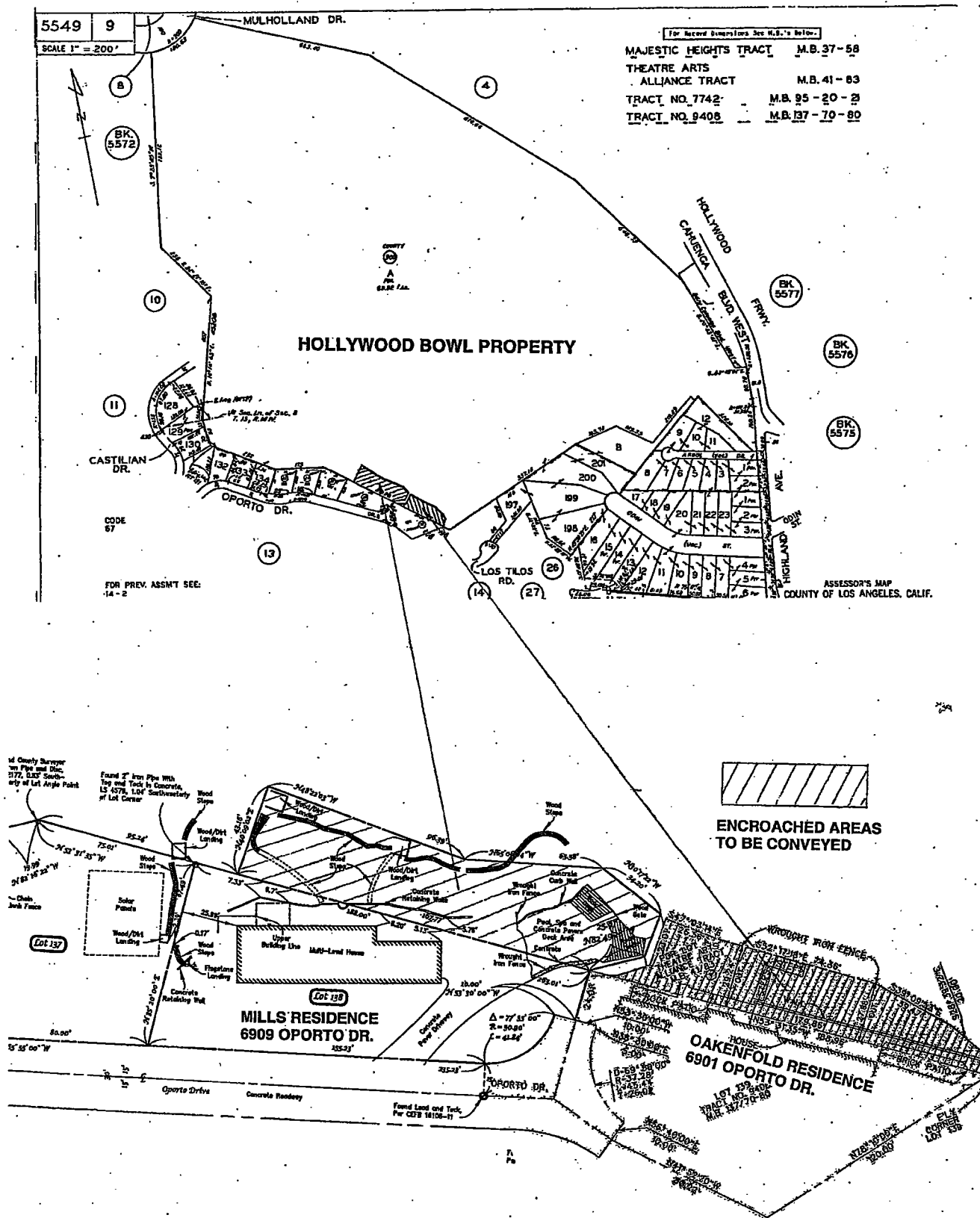
Scale: 1" = 40'

Plan Prepared For: Michael Mills
6909 Oporto Drive
Los Angeles, CA 90068

Plan Prepared By: M & M & Co.
16145 Roscoe Blvd.

*Plan Prepared By: M & M & Co.
16145 Roscoe Blvd.
North Hills, CA 91343
(818) 891-9100
Michael J. Amoroso, L.S. 5392*

EXHIBIT C



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Administrative Office
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn.: Don Simpson

Space above this line for Recorder's use

AIN 5549-009-900 (Por)

**AGREEMENT FOR CONVEYANCE OF TITLE TO ENCROACHED AREA
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT AND DECLARATION is made and entered into this 24th day of May, 2007, by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and PAUL OAKENFOLD ("Oakenfold").

PREMISES:

- A. County is the owner in fee simple of certain real property containing approximately 70 acres in the City of Los Angeles, County of Los Angeles, State of California known as the Hollywood Bowl located at 2301 North Highland Avenue, Los Angeles, California 90068, being a portion of Lot A, Theatre Arts Alliance Tract as shown on map recorded in Book 41, page 83, of Maps, in the office of the Los Angeles County Recorder ("County Property").
- B. Oakenfold is the owner of adjacent real property in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 6901 Oporto Drive and described as Lot 139 of Tract 9408 as per Map recorded in Book 137, Pages 70 to 80 inclusive of Maps in the office of the Los Angeles County Recorder ("Oakenfold Property").
- C. The County Property was encroached upon by a portion of the rear yard of the Oakenfold Property, enclosed by a wrought iron fence and including a lawn, steps and retaining walls made of wood, and irrigation systems, containing a land area of approximately 4,199 square feet as legally described and shown by map in Exhibit A, attached hereto (the "Encroachment Area").
- D. The parties desire to eliminate and remove said encroachment by County transferring title to the Encroachment Area to Oakenfold.

- E. The parties desire the covenants, conditions and restrictions set forth herein be made of record and be binding upon the Encroachment Area which shall run with the land.

NOW THEREFORE, County and Oakenfold agree and hereby declare:

1. County agrees to transfer title to Encroachment Area to Oakenfold by quitclaim deed. Title to the Encroachment Area shall be vested as follows: **PAUL OAKENFOLD, a single man.**
2. Oakenfold agrees to pay County the sum of \$187,831.
3. Oakenfold herewith tenders to County the sum of \$5,635, the receipt of which is hereby acknowledged, as a nonrefundable good faith deposit.
4. County shall serve as escrow holder. Oakenfold shall pay in full the remaining balance of \$182,196 to County by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed.
5. All costs and expenses related to this transaction shall be paid by Oakenfold, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
6. Oakenfold agrees to accept title to the Encroachment Area from County in its as-is condition without any warranty, express or implied, or representation by County as to its physical condition, location, size, use, and zoning, including, but not limited to, the condition of the soils or ground water on or under the property, and the presence of pollutants or contaminants therein.
7. County shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Encroachment Area without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface.
8. The Encroachment Area will be used only for the present rear yard purposes serving the single family residence at 6901 Oporto Drive, which includes the wrought iron fence, lawn, landscape plantings, steps and retaining walls made of wood, and other improvements presently existing and any future repairs, replacements, and improvements of the same not inconsistent with the present uses. None of the Encroachment Area shall be improved with any habitable residence, guest house, garage, or other structure having a roof.
9. The Encroachment Area will not be included nor used by Oakenfold and his successors and assigns for a subdivision of the Oakenfold Property as described herein nor for a change in use of said Oakenfold Property.

10. The Encroachment Area shall be subject to a reversionary right in favor of the County in the event of breach by Oakenfold or his successors and assigns of the restrictions set forth in Paragraphs 8 and 9 above. In the event Oakenfold and his successors and assigns should use the Encroachment Area for any other use other than as specified in Paragraph 8 or 9 above, upon written notice given by County and the failure by Oakenfold or his successors and assigns to cure such default or breach within ninety (90) days of the date of such notice, title to the Encroachment Area, as legally described in Exhibit A, shall immediately revert to County without further notice and without the necessity of any affirmative action on the part of County to assert any rights in said real property.
11. Within sixty (60) days of the recordation of the quitclaim deed, Oakenfold will, at his sole expense, hire a licensed surveyor who will set permanent corners for the new property line and will erect a new six-foot high fence of non-combustible materials or move the existing wrought iron fence along the new property line to demarcate said property line. County, through its Department of Parks and Recreation, will review and provide written approval of the setting of the new property corners and will review and provide written approval of the proposed new fence, if any, prior to installation.

The existing wrought iron fence as depicted on the Exhibit A map attached hereto is hereby deemed by the parties to satisfy this requirement.

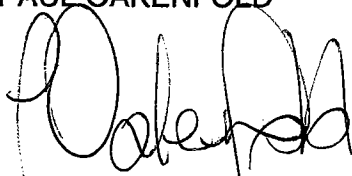
12. Oakenfold will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City after transfer of title to the Encroachment Area. County agrees to support said application and to provide assistance to Oakenfold and the City in the preparation of and in the processing of said application. Oakenfold agrees to comply with the conditions, if any, that the City may attach to the Certificate of Compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Declaration as of the day and year first above written.

COUNTY OF LOS ANGELES

PAUL OAKENFOLD

By _____
Chairman, Board of Supervisors

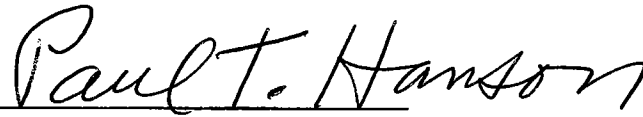


Owner of 6901 Oporto Drive

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By 

Paul T. Hanson
Principal Deputy County Counsel

LEGAL DESCRIPTION


"EXHIBIT A"

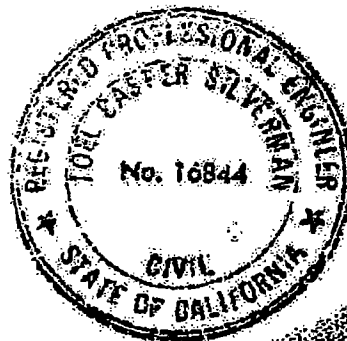
LAND TO BE ACQUIRED:

THAT PORTION OF LOT A OF THEATRE ARTS ALLIANCE TRACT IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41 PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY CORNER OF LOT 139 OF TRACT NO. 9408 IN SAID COUNTY, AS PER MAP RECORDED IN BOOK 137 PAGES 70 THROUGH 80 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 139 NORTH 53°31'35" WEST 179.86 FEET; THENCE SOUTH 69°54'05" EAST 3.50 FEET; THENCE SOUTH 86°30'59" EAST 15.63 FEET; THENCE NORTH 39°05'27" EAST 23.01 FEET; THENCE SOUTH 47°03'14" EAST 26.56 FEET; THENCE SOUTH 52°17'18" EAST 74.36 FEET; THENCE SOUTH 39°09'53" EAST 39.47 FEET; THENCE SOUTH 28°39'32" EAST 20.00 FEET; THENCE SOUTH 08°06'11" WEST 11.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 4,199 SQUARE FEET.

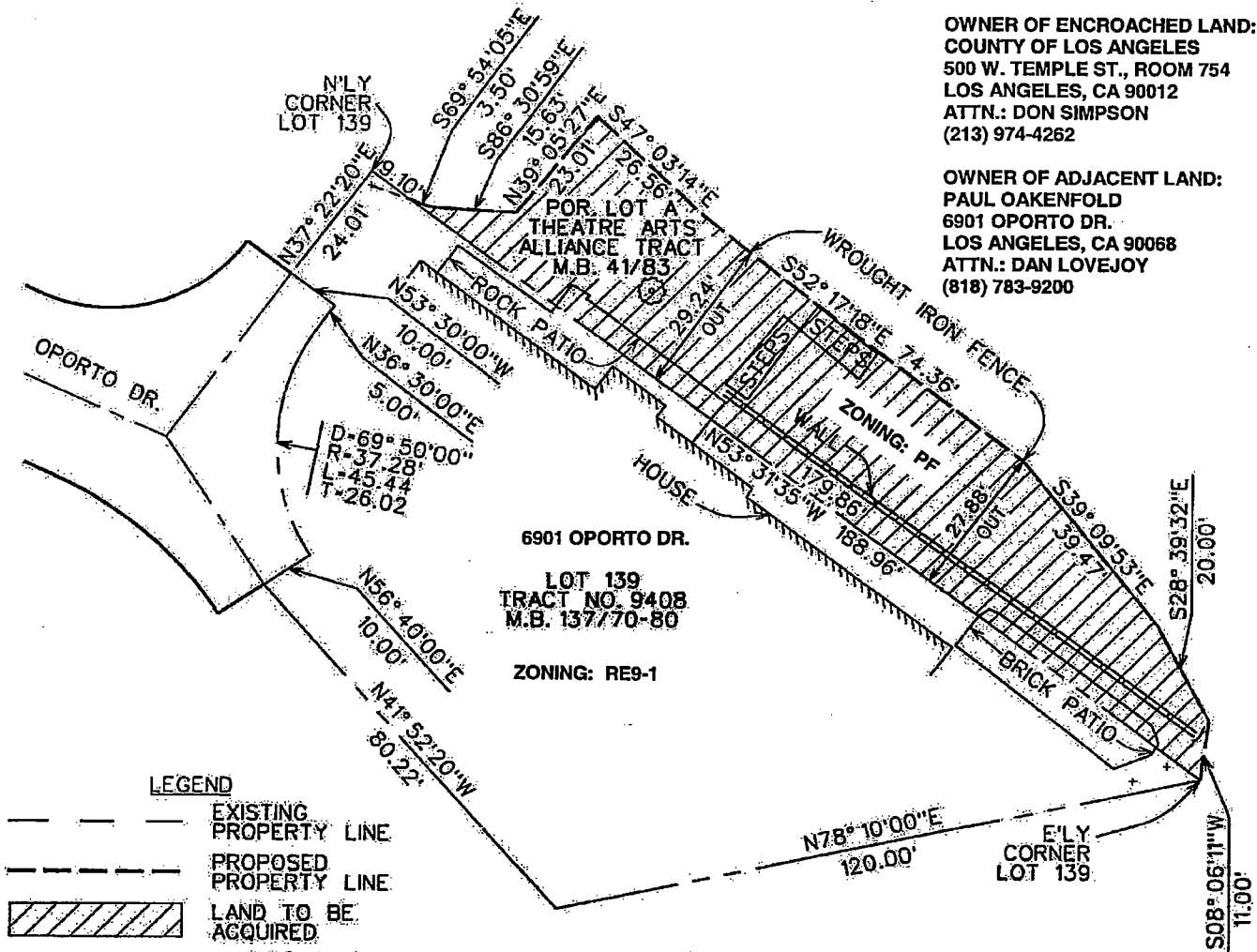

JOEL C. SILVERMAN
LICENSE NO.: RCE 16844
EXPIRES: 6-30-07



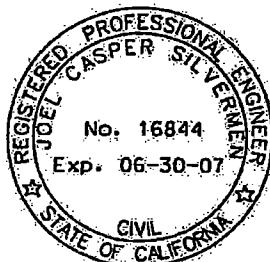
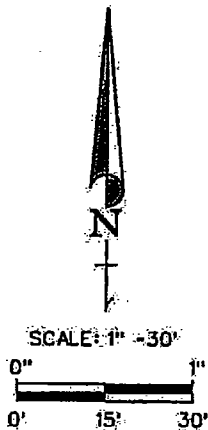
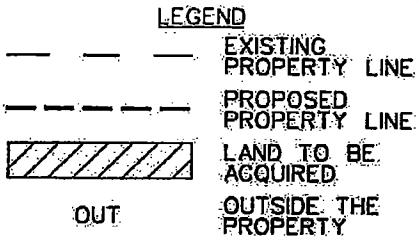
PLOT PLAN

**OWNER OF ENCROACHED LAND:
COUNTY OF LOS ANGELES
500 W. TEMPLE ST., ROOM 754
LOS ANGELES, CA 90012
ATTN.: DON SIMPSON
(213) 974-4262**

**OWNER OF ADJACENT LAND:
PAUL OAKENFOLD
6901 OPORTO DR.
LOS ANGELES, CA 90068
ATTN.: DAN LOVEJOY
(818) 783-9200**



NOTE
AREA OF "LAND TO BE ACQUIRED"
- 4,199 SQ. FT.



JOEL C. SILVERMAN

3.28.07
DATE



CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
23801 CALABASAS RD. SUITE 2039, CALABASAS, CALIFORNIA 91302
(818) 222-3700 • (800) 229-JSAA • FAX (818) 222-3710

ENCROACHMENT SURVEY AT 6901 OPORTO DRIVE.
CITY OF LOS ANGELES, CALIFORNIA

DATE OF SURVEY: 3-01-07

REVISIONS:

DRAWN BY:

SHEET: 1 OF 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

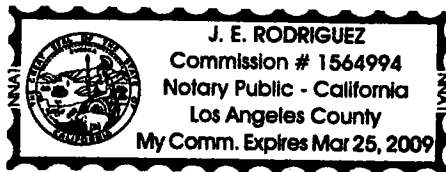
County of Los Angeles } ss.

On May 24, 2007, before me, J.E. Rodriguez, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Paul Oakenfold,
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

J.E. Rodriguez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Conveyance of Title to Encroached Area
And Declaration of Covenants, Conditions, and Restrictions

Document Date: 7/1/07 Number of Pages: 6

Signer(s) Other Than Named Above: L.A. Mayor, Sachi A. Hamai, Paul T. Hanson

Capacity(ies) Claimed by Signer

Signer's Name: Paul Oakenfold

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Administrative Office
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn.: Don Simpson

Space above this line for Recorder's use

AIN 5549-009-900 (Por)

**AGREEMENT FOR CONVEYANCE OF TITLE TO ENCROACHED AREA
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT AND DECLARATION is made and entered into this 3rd day of May, 2007, by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and MICHAEL E. MILLS, a single man ("Mills").

PREMISES:

- A. County is the owner in fee simple of certain real property containing approximately 70 acres in the City of Los Angeles, County of Los Angeles, State of California known as the Hollywood Bowl located at 2301 North Highland Avenue, Los Angeles, California 90068, being a portion of Lot A, Theatre Arts Alliance Tract as shown on map recorded in Book 41, page 83, of Maps, in the office of the Los Angeles County Recorder ("County Property").
- B. Mills is the owner of adjacent real property in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 6909 Oporto Drive and legally described as Lot 138 of Tract 9408 as per Map recorded in Book 137, Pages 70 to 80 inclusive of Maps in the office of the Los Angeles County Recorder ("Mills Property").
- C. The County Property, containing a land area of 7,390 square feet, was encroached upon by an in-ground swimming pool, concrete retaining walls, wooden decks, and walkways as a part of the rear yard area serving the Mills Property, as legally described and shown by map in Exhibit A, attached hereto (the "Encroachment Area").
- D. The parties desire to eliminate and remove said encroachment by County transferring title to the Encroachment Area to Mills.

- E. The parties desire the covenants, conditions and restrictions set forth herein be made of record and be binding upon the Encroachment Area which shall run with the land.

NOW THEREFORE, County and Mills agree and hereby declare:

1. County agrees to transfer title to Encroachment Area to Mills by quitclaim deed. Title to the Encroachment Area shall be vested as follows: Michael E. Mills, a single man.
2. Mills agrees to pay County the sum of \$331,426.
3. Mills herewith tenders to County the sum of \$9,943, the receipt of which is hereby acknowledged, as a nonrefundable good faith deposit.
4. County shall serve as escrow holder. Mills shall pay in full the remaining balance of \$321,483 to County by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed.
5. All costs and expenses related to this transaction shall be paid by Mills, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
6. Mills agrees to accept title to the Encroachment Area from County in its as-is condition without any warranty, express or implied, or representation by County as to its physical condition, location, size, use, and zoning, including, but not limited to, the condition of the soils or ground water on or under the property, and the presence of pollutants or contaminants therein.
7. County shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Encroachment Area without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface.
8. The Encroachment Area will be used only for the present rear yard purposes serving the single family residence at 6909 Oporto Drive, which includes the swimming pool, retaining walls, wooden decks, walkways, landscape plantings, irrigation systems, and other improvements presently existing and any future repairs, replacements, and improvements of the same not inconsistent with the present uses. None of the Encroachment Area shall be improved with any habitable residence or addition thereto, guest house, garage, or other structure having a roof.
9. The Encroachment Area will not be included nor used by Mills and his successors and assigns for a subdivision of the Mills Property as described herein nor for a change in use of said Mills Property.

10. The Encroachment Area shall be subject to a reversionary right in favor of the County in the event of breach by Mills or his successors and assigns of the restrictions set forth in Paragraphs 8 and 9 above. In the event Mills and his successors and assigns should use the Encroachment Area for any other use other than as specified in Paragraph 8 or 9 above, upon written notice given by County and the failure by Mills or his successors and assigns to cure such default or breach within ninety (90) days of the date of such notice, title to the Encroachment Area, as legally described in Exhibit A, shall immediately revert to County without further notice and without the necessity of any affirmative action on the part of County to assert any rights in said real property.
11. Within sixty (60) days of the recordation of the quitclaim deed, Mills will, at his sole expense, hire a licensed surveyor who will set permanent corners for the new property line and will erect a new six-foot high fence of non-combustible materials along the new property line to demarcate said property line. County, through its Department of Parks and Recreation, will review and provide written approval of the setting of the new property corners and will review and provide written approval of the proposed new fence, if any, prior to installation.
12. Mills will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City either after transfer of title to the Encroachment Area. County agrees to support said application and to provide assistance to Mills and the City in the preparation of and in the processing of said application. Mills agrees to comply with the conditions, if any, that the City may attach to the Certificate of Compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Declaration as of the day and year first above written.

COUNTY OF LOS ANGELES

MICHAEL E. MILLS, a single man

By _____
Chairman of the Board of Supervisors

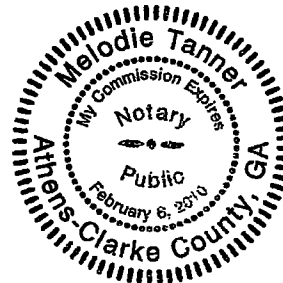
Michael E. Mills
Owner of 6909 Oporto Drive

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By Paul T. Hanson
Paul T. Hanson
Principal Deputy County Counsel



Melodie Tanner
May 3, 2007

EXHIBIT A
LEGAL DESCRIPTION

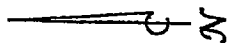
AREA CONVEYED

THAT PORTION OF LOT A OF THE THEATRE ARTS ALLIANCE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGE 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

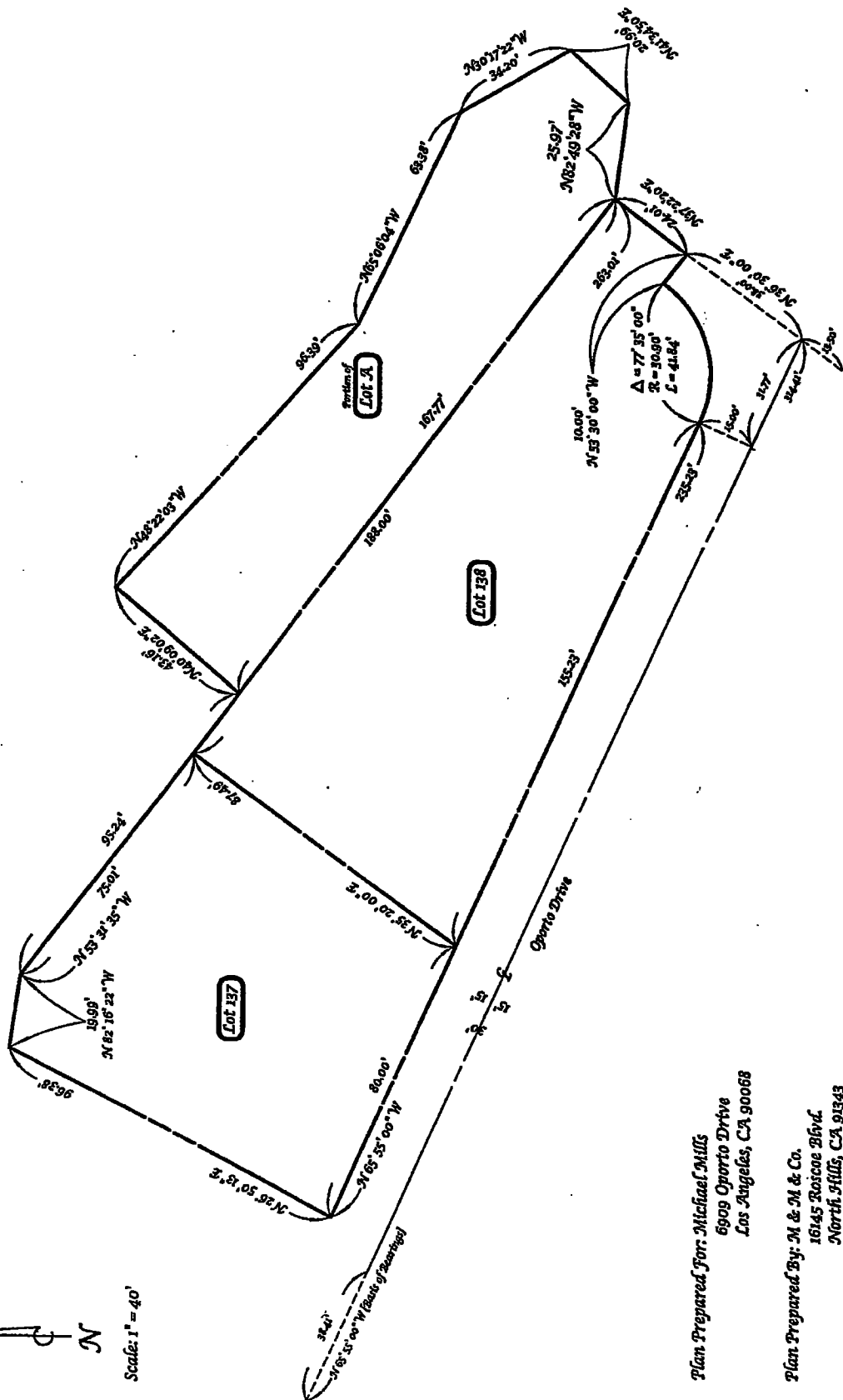
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT A; THENCE NORTH 53° 31' 35" WEST 248.95 FEET ALONG THE SOUTHERLY LINE OF SAID LOT A TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE MOST EASTERLY CORNER OF LOT 138 OF TRACT NO. 9408, IN SAID CITY, AS PER MAP RECORDED IN BOOK 137, PAGES 70 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 82° 49' 28" EAST 25.97 FEET; THENCE NORTH 41° 34' 50" EAST 20.99 FEET; THENCE NORTH 30° 17' 22" WEST 34.20 FEET; THENCE NORTH 65° 06' 04" WEST 63.38 FEET; THENCE NORTH 48° 22' 03" WEST 96.39 FEET; THENCE SOUTH 40° 09' 02" WEST 43.16 FEET TO THE SAID SOUTHERLY LINE OF LOT A; THENCE SOUTH 53° 31' 35" EAST 164.67 FEET TO THE TRUE POINT OF BEGINNING.

AREA OF SAID DESCRIPTION IS 7,390 SQUARE FEET, MORE OR LESS.

Exhibit 'A'



Scale: 1" = 40'



Plan Prepared For: Michael Mills
6909 Operto Drive
Los Angeles, CA 90068

Plan Prepared By: M & M & Co.
16145 Roscoe Blvd.
North Hills, CA 91343
(818) 891-9100
Michael J. Amoroso, L.S. 5392